

**THE INSTITUTION OF ELECTRONICS AND TELECOMMUNICATION ENGINEERS
DEATH-CUM-RETIREMENT GRATUITY REGULATIONS**

SHORT TITLE

1. These regulations may be called “The Institution of Electronics and Telecommunication Engineers Death-cum- Retirement Gratuity Regulations.”

DEFINITIONS

2. In these Regulations unless the context otherwise requires:
 - (a) ‘Act’ shall mean “the payment of Gratuity Act, 1972 as amended by the Government from time to time.
 - (b) ‘Institution’ shall mean “The Institution of Electronics and Telecommunication Engineers”.
 - (c) ‘Governing Council’ shall mean the Governing Council of the Institution of Electronics and Telecommunication Engineers constituted as per the Byelaws of the Institution.
 - (d) ‘Employee’ shall mean a permanent employee of the Institution.
 - (e) ‘Salary’ means all emoluments which are earned by an employee while on duty or on leave in accordance with the terms and conditions of his employment and which are paid or are payable to him in cash and includes dearness allowance but does not include any bonus, commission, house rent allowance, overtime wages and any other allowances.
 - (f) ‘Family’ means
 - (i) Wife in the case of a male employee.
 - (ii) Husband in the case of a female employee.
 - (iii) Sons and unmarried/ widowed daughters including step children and adopted children.
 - (iv) Brothers below the age of 18 years and unmarried and widowed sisters.

- (v) Father
 - (vi) Mother
 - (vii) Married daughters
 - (viii) Children of a pre-deceased son.
- (g) 'Continuous Service' for the purposes of determination of length of service shall mean total service in the Institution after completion of 18 years of age except periods of interrupted service including service interrupted on account of sickness, accident, leave, absence from duty without leave etc.

3. All other words and expressions not defined herein shall have the meaning respectively assigned to them in the 'Payment of Gratuity Act 1972'.

4. PAYMENT OF GRATUITY

4.1 Gratuity shall be payable to an employee on the termination of his employment after he has rendered continuous service for not less than five years:-

- (a) on his superannuation, or
- (b) on his retirement or resignation, or
- (c) on his death or disablement due to accident or disease

Provided that the completion of continuous service of five years shall not be necessary where the termination of the employment of any employee is due to death or disablement. However, disablement means such disablement as incapacitates an employee for the work which he was capable of performing before the accident or disease resulting in such disablement.

4.2 For every completed year of service or part thereof in excess of 6 months, the employer shall pay gratuity to an employee at the rate of fifteen days salary based on the rate of salary last drawn by the employee concerned.

4.3 The amount of gratuity payable to an employee shall not exceed twenty months salary.

4.4 The gratuity of an employee, whose services have been terminated for any act of willful omission or negligence causing any damage or loss to, or destruction of, property belonging to the employer, shall be forfeited to the extent of the damage or loss so cause.

5. **NOMINATIONS**

Every employee, on joining the service, shall made a nomination in the Form annexed to these regulations conferring in right to receive the amount that may stand to his credit in the event of his death.

6. **INTERPRETATION**

Whenever there is a doubt about the meaning or extent of application of these Regulations, the decision of the Council shall be final and binding.

IETE D.C.R. GRATUTITY REGULATIONS

I, hereby nominate the person/ persons mentioned below to receive the amount that may become payable to me under Regulation 2 in the event of my death before that amount has become payable, or having become payable has not been paid.

- (a) Name & Address of nominee _____
- (b) Relationship with employee _____
- (c) Age _____
- (d) Contingencies on the happening of which the nomination shall become invalid. _____
- (e) Name & Address and relationship of the person of any to whom the right of the nominee shall pass in the event of his predeceasing the employee. _____

Dated this _____ day of _____ 19 at New Delhi.

Name & Signature of Employee